

MONROE COUNTY, NEW YORK

SPECIFICATIONS AND RELATED DOCUMENTS

FOR

ASBESTOS REMEDIATION

TERM CONSTRUCTION CONTRACTS

(TCC#8)

JUNE, 2012



Contract No. 8-A: Asbestos Remediation – Routine Work

Contract No. 8-B: Asbestos Remediation – Emergency Work



Prepared by:

Day Engineering, P.C.
1563 Lyell Avenue
Rochester, New York 14606

Prepared for:

Monroe County DES
50 West Main Street - Suite 7100
Rochester, New York 14614

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MONROE COUNTY, NEW YORK
ASBESTOS REMEDIATION
TERM CONSTRUCTION CONTRACTS (TCC#8)

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SECTION 00 11 00

NOTICE TO BIDDERS

Monroe County ("County") shall receive sealed Proposals for the **Asbestos Remediation Term Construction Contracts (TCC #8)** in the County. Proposals shall be received and bids publicly opened and read at the following place and time:

PLACE: Office of the Purchasing Manager
Monroe County
200 County Office Building
39 West Main Street
Rochester, New York 14614

DATE: July 31, 2012

TIME: 2:00 P.M.

The work to be performed consists principally of the furnishing of all labor, supervision, equipment, materials and supplies for the removal and disposal or encapsulation of asbestos in various sites owned, rented, leased, or operated by the County.

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under the Contracts.

Bid Documents, Specifications, and Proposal forms are available either at the Office of the Monroe County Purchasing Manager, or online at www.monroecounty.gov. To download from the Monroe County website, go to www.monroecounty.gov. On the homepage of the aforementioned website, select the "How Do I?" heading then "View Public Bids Online", which shall lead to a list of projects being publicly bid by the County. Contact the Purchasing Office if any questions regarding acquisition of bid documents and specifications.

Office of the Purchasing Manager
Monroe County
200 County Office Building
39 West Main Street
Rochester, New York 14614
Telephone: (585) 753-1100

A Pre-Bid Meeting shall be held at the following place and time:

PLACE: MCPW Rochester Operations Center (ROC)
444 East Henrietta Road, Building 15
2nd Floor Conference Room
Rochester, New York 14620

DATE: July 18, 2012

TIME: 8:30 A.M.

Bid Documents, Specifications and Proposal forms may be examined at the following location:

Builders Exchange
180 Linden Oaks, Suite 100
Rochester, New York 14625

Proposals must be made in writing on the forms furnished and shall be accompanied by a bid guaranty in the amount of Ten Thousand Dollars (\$10,000), and Qualifications of Bidders information in accordance with the Contract Terms and Conditions. Standard Contractor's Questionnaire shall be submitted within twenty-four (24) hours of the bid opening by the apparent two (2) lowest bidders for each Contract.

The County is exempt under Sections 1116 of the Tax Law, and therefore, no sales tax shall be included in the bid.

The successful bidders shall be required to furnish and pay for satisfactory performance and labor and material bonds in accordance with the Contract Terms and Conditions.

The County reserves the right to consider bids for forty-five (45) days after the receipt before awarding any Contract. The County further reserves the right to reject any and all bids, and to accept any Proposal or individual item or items, which they may deem to be the most favorable to its best interest.

MONROE COUNTY

BY: _____
Dawn C. Staub
Purchasing Manager

SECTION 00 42 00

PROPOSAL

Submitted By: _____
(CONTRACTOR)

TO: Monroe County, New York

Ladies and Gentlemen:

The undersigned bidder has carefully examined the form and contents of the Contract attached hereto, has an understanding of the scope and nature of the work, and hereby proposes to furnish all necessary plant, labor, materials, equipment, and tools required to perform and complete the work in strict accordance with the Contract.

The undersigned Bidder agrees to submit to all conditions reported, intended, or implied, both particularly and generally by the Contract at the prices herein stated for:

**ASBESTOS REMEDIATION
TERM CONSTRUCTION CONTRACTS (TCC #8)**

1. The undersigned Bidder also agrees as follows:

FIRST:

If this Proposal is accepted, to execute the Contract within ten (10) calendar days of date of Notice of Award of Contract, and furnish to Monroe County ("COUNTY") satisfactory surety bonds each in the sum of One Hundred Thousand Dollars (\$100,000) as security for the faithful performance of the work, and for the payment of all persons performing labor and furnishing materials in connection with the work.

SECOND:

Unless otherwise directed, to begin work within ten (10) days of the issuance of a Work Order and to prosecute said work in such a manner as to complete all work within the time period specified in the Work Order.

THIRD:

To certify as follows: Pursuant to Section 103-d. of the General Municipal Law:

- (a) By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The bid has been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- (2) Unless otherwise required by law, the unit prices which have been quoted in this bid has not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to opening, directly, or indirectly, to any other Bidder or to any competitor; and

- (3) No attempt has been made or shall be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

FOURTH:

The CONTRACTOR hereby agrees to the provisions of Section 139-a and 139-b of the New York State Finance Law which requires that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, which empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract,

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contract with New York State or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and
- (b) Any and all Contracts made with the State of New York or any public department, agency, or official thereof, since the effective date of this law, by such a person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by New York State without any penalty or damages on account of such cancellation or termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

FIFTH:

During the performance of this Contract, the CONTRACTOR hereby agrees as follows:

- (a) The CONTRACTOR agrees that in carrying out its activities under the terms of the Contract that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it shall abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth in Sections 290-301 of the Executive Law of the State of New York. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The CONTRACTOR shall send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR's Contract under clauses (a) through (g) hereinafter called "nondiscrimination clauses".

If the CONTRACTOR was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the CONTRACTOR shall request such labor union or representative shall not discriminate because of race, creed, color, sex, or national origin and that such labor union or representative either shall affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the

policy and provisions of these nondiscrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish a statement, the CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.

- (c) The CONTRACTOR shall post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- (d) The CONTRACTOR shall state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that all qualified applicants shall be afforded equal opportunities without discrimination because of age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin.
- (e) The CONTRACTOR shall comply with the provisions of Sections 291-299 of the Executive Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights under these nondiscrimination clauses and such sections of the Executive Law, and shall permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these nondiscrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the CONTRACTOR has not complied with these nondiscrimination clauses, and the CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such findings shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these nondiscrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the CONTRACTOR and an opportunity has been afforded him to be heard publicly before three (3) members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) The CONTRACTOR shall include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions shall be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The CONTRACTOR shall take such action in enforcing such provisions of such subcontract or purchase order as the COUNTY may direct, including sanctions or remedies for noncompliance. If the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the COUNTY, the CONTRACTOR shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

SIXTH

- (a) It is the intent of the COUNTY to obtain a proposal for all work performed under this Contract.

The bid shall not include any Sales Tax levied by the following governmental agencies:

- (1) New York State
- (2) Monroe County, New York
- (3) Any other town or governing agency

The quantity times the scheduled unit price shall be the sum of all material and installation cost for each bid item as defined herein.

The CONTRACTOR must agree to transfer the ownership of the material for each scheduled unit price item by separate billing before it is incorporated in and become a part of real property.

- (b) The undersigned submits herewith bid guaranty in the amount of Ten Thousand Dollars (\$10,000). In case this Proposal is accepted by the COUNTY, and the undersigned shall refuse or neglect, within ten (10) calendar days after date of receipt of Notice to Award, to execute and deliver a Contract in the form provided herein, or to execute and deliver a Performance Bond and Payment Bond in the amounts required and in the form prescribed, the amount of bid security shall be forfeited and shall be retained by the COUNTY as liquidated damages, otherwise the total amount of the bid security shall be returned to the depositor in accordance with provisions set forth in Contract Terms and Conditions.
- (c) The undersigned acknowledges the receipt of the following Addenda, but CONTRACTOR agrees that CONTRACTOR is bound by all Addenda whether or not listed herein:

ADDENDUM NUMBERS AND DATES

Number 1 – dated _____

Number 2 – dated _____

Number 3 – dated _____

Number 4 – dated _____

PROPOSAL SUBMITTED

Dated: _____

(If an individual, Partnership, or Non-Incorporated Organization)

Name of Bidder: _____

By: _____
(Signature) (Title)

Address of Bidder: _____
(Street)

(City, State, Zip Code)

Names and Addresses of Members of the Firm

(If a Corporation)

Name of Bidder: _____

By: _____
(Signature) (Title)

Incorporated Under the Laws of the State of _____

Name of
President: _____
(Signature) (Address)

Officer
(Secretary): _____
(Signature) (Address)

(Treasurer): _____
(Signature) (Address)

CORPORATE SEAL

Bidder's: Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

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FORM OF PROPOSAL

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**CERTIFICATION FOR UTILIZATION OF
MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

The BIDDER hereby assures that he/she shall take affirmative steps as specified by the COUNTY to use Minority and Women's Business Enterprises on this project. He/she further assures that he/she shall attempt to utilize not less than ten percent (10%) of Minority Business Enterprise participation, and two percent (2%) of Women's Business Enterprise participation.

BIDDER'S NAME: _____

ADDRESS: _____

IRS NUMBER: _____

Signature and Title

Date _____

PERFORMANCE & PAYMENT BOND INFORMATION FORM

Project Title: _____

Construction Contract: _____

Name of CONTRACTOR: _____

Address: _____

Bonding Company or Person Issuing Security Bonds:

Address: _____

Bonding Company Agent: _____ Telephone No.: (____) _____

Address: _____

Amount of Bonds: \$ _____

Duration of Bonds: _____ From Date of Contract _____ To Final Payment

The BIDDER shall complete the information above regarding the performance and payment bond proposed to be provided for the Contract. This information shall be used by the COUNTY and/or CONSULTANT to verify the bonding prior to award of the Contract.

**CONTRACTOR'S CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the CONTRACTOR and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one (1) or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

(Print Name of Contractor)

By: _____
(Signature)

(Print Name)

(Print Title/Office)

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BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Project (Brief Description Including Location):

BOND

Bond Number:

Date (Not later than Bid due date):

Penal sum

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

BIDDER's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Owner required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 45 00

**MONROE COUNTY, NEW YORK
STANDARD CONTRACTOR'S QUESTIONNAIRE**

The information requested in this questionnaire is to assist the CONSULTANT and/or Project Manager in evaluating the qualifications of contractors, and shall be submitted within twenty-four (24) hours of the bid opening by the apparent two (2) lowest bidders for each contract. If you have submitted one (1) within twelve (12) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the COUNTY. Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law.

_____ yes _____ no.

If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate questions number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

Project: _____

1. Contract: _____

2. CONTRACTOR: _____

DBA Name, if any: _____

Address: _____

Telephone: () _____

Fax: () _____

Email Address: _____

Company Web Site Address: _____

3. Type of Company: _____ corporation incorporated in _____
_____ partnership
_____ individual proprietor
_____ joint venture consisting of _____

4. List names and titles of officers, partners and proprietors.

5. How long has the company been in business? _____

List any former names of the company:

Identify any affiliates of your company. For purposes by this question, your company and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls or has the power to control both.

Federal ID No.

Company Name

Address

6. Has the company, any affiliate, or any predecessor or any member of the company ever been included on any Federal, state or municipal ineligible or debarred list?

Yes _____ No _____?

If yes, please explain the circumstances and the present status on a separate page and attach it.

7. Has the company, any affiliate or any predecessor, been defaulted, or failed to complete a contract in the last five (5) years? Yes _____ No _____?

If yes, please explain the circumstances on a separate page and attach it.

8. What type(s) of construction does the company normally perform?

9. Please attach a list of significant projects completed in the last five (5) years. Provide project name, COUNTY, consultant, contract amount and completion date.

10. What is the total value of work presently under contract? \$ _____.

Please attach a list of current contracts including project name, contract amount, COUNTY, consultant, COUNTY/consultant contact person and phone number.

11. What work on this project will you perform with your own forces? (excavation, grading, paving, concrete, masonry, structural steel, plumbing, HVAC, electrical, etc.) _____

12. What percentage of the Contract does this represent? _____ %

13. Please attach a list of key people you expect to assign to this Contract, including their positions and experience.

14. What work on this project do you plan to subcontract? _____

15. What percentage of the Contract does this represent? _____ %.

16. Please attach a certified financial statement for the last fiscal year and any other evidence of financial capability.

17. Is any officer or owner of the company an elected or appointed official of Monroe County?
____ Yes ____ No
If yes, please indicate _____
-
18. Within the past five (5) years has the company, any affiliate, any predecessor company or entity, or any person identified in question number 4 above been the subject of the following: (respond to each question and describe in detail the circumstances of each company's answer; attach additional pages if necessary).
- a. A judgment of conviction for any business-related conduct constituting a crime under state or federal law? ____ No ____ Yes
 - b. A criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? ____ No ____ Yes
 - c. A grant of immunity for any business-related conduct constituting a crime under state or federal law? ____ No ____ Yes
 - d. A rejection of any bid for lack of qualifications or responsibility or because of the submission of an informal, non-responsive or incomplete bid? ____ No ____ Yes
 - e. A rejection of any proposed subcontract for lack of qualifications or responsibility or because of the submission of an informal, non-responsive or incomplete bid? ____ No ____ Yes
 - f. A voluntary exclusion from bidding/contracting agreement? ____ No ____ Yes
 - g. Any administrative proceeding or civil action seeking specific performance or restitution in connection with any public works contract except any disputed work proceeding? ____ No ____ Yes
 - h. An OSHA Citation and Notification of Penalty containing a violation classified as serious? ____ No ____ Yes
 - i. An OSHA Citation and Notification of Penalty containing a violation classified as willful? ____ No ____ Yes
 - j. A prevailing wage or supplement payment violation? ____ No ____ Yes
 - k. A State Labor Law violation deemed willful? ____ No ____ Yes
 - l. Any other federal or state citations, Notices, violation orders, pending administration hearings or proceedings, or determination of a violation of any labor law or regulation? ____ No ____ Yes
 - m. Any criminal investigation, felony indictment or conviction concerning formation of or any business association with, an allegedly false or fraudulent women's minority or disadvantaged business enterprise? ____ No ____ Yes
 - n. Any denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? ____ No ____ Yes
 - o. Rejection of a low bid on a State contract for failure to meet statutory affirmative action or M/WBE requirements? ____ No ____ Yes

- p. A consent order with the NYS Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? _____No _____Yes
- q. Any bankruptcy proceeding? _____No _____Yes
- r. Any suspension or revocation of any business or professional license? _____No _____Yes
- s. Any citations, Notices, violation orders, pending administrative hearings or proceedings or determination for violation of:
- federal, state or local health laws, rules or regulations
 - unemployment insurance or workers compensation coverage or claim requirements
 - ERISA (Employee Retirement Income Security Act)
 - federal, state or local human rights laws
 - federal or state security laws?
- _____No _____Yes

I hereby certify the above and attached information to be true, complete and not misleading. False or misleading statements may result in revocation of the Contract.

Signature

Name and Title

Date

On this _____day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

Notary Public

Submit completed questionnaire to:

Kevin Quinn
Monroe County Department of Environmental Services
50 West Main Street, Suite 7100
Rochester, NY 14614-1228
Telephone: (585) 753-7652
Fax: (585) 324-4257

AFFIDAVIT OF NO CHANGE

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

The undersigned, being duly sworn, deposes and says:

1. I am an officer/owner of _____ (hereinafter the "CONTRACTOR"), which is currently submitting a bid on a County Contract.
2. CONTRACTOR previously submitted a Standard Contractor Questionnaire within one (1) year prior to the date hereof to _____ in connection with a bid on another COUNTY Contract.
3. Attached is an accurate and true copy of such previously submitted Standard Contractor Questionnaire.
4. I hereby certify that, with the exception of the information specified in questions nine (9) and ten (10) there has been no material change in the information pertaining to the CONTRACTOR specified on such attached Questionnaire, except as follows:

5. I hereby certify that there has been no change in the information pertaining to the uncompleted construction contracts of the CONTRACTOR specified in question ten (10) on the attached Questionnaire, except as follows:

Name

Title

Sworn before me this _____ day of _____, 20____.

Notary Public

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SECTION 00 52 00

FORM OF CONTRACT

THIS CONTRACT, made on the ____ day of _____ 20____, by and between Monroe County, hereinafter called the COUNTY, and _____ hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and the COUNTY, for the consideration hereinafter named, agree as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and listed in the "Contract Terms and Conditions," and all the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the Specification and as outlined in the Work Orders for the Project entitled:

**ASBESTOS REMEDIATION
TERM CONSTRUCTION CONTRACT (TCC #8)**

CONTRACT No. _____

all in accordance with the requirements and provisions of the following Documents prepared by the firm of Day Engineering, P.C., and which Documents are hereby made a part of the Contract:

- (a) Notice to Bidders
- (b) Forms:
 - Proposal Form
 - Bid Bond Form
 - Contractor's Questionnaire
 - Form of Contract
 - Performance Bond Form
 - Payment Bond Form
 - MBE/WBE Forms
- (c) Contract Terms and Conditions
- (d) Wage Rates
- (e) Technical Specifications
- (f) The following Addenda:
 - Addendum No. 1 dated _____
 - Addendum No. 2 dated _____
 - Addendum No. 3 dated _____
 - Addendum No. 4 dated _____

This Contract is a term contract of indefinite quantity through August 31, 2013, with the option to extend for four (4) additional one (1) year periods at the mutual consent of both parties. Work shall be authorized through one (1) or more Work Orders. Each individual Work Order shall total not more than One Hundred Thousand Dollars (\$100,000).

ARTICLE II - WORK ORDERS

- (a) With exception to Emergency Work, no work shall be performed until a written Work Order has been issued by the COUNTY to the CONTRACTOR. Any work performed by the CONTRACTOR prior to receipt of the Work Order shall be at the CONTRACTOR's own risk.
- (b) Each Work Order shall identify the location, description of work with a total estimated price for performing the work.
- (c) The Work shall be done in accordance with the schedule stipulated in the written Work Order such that operation of a facility is not impaired except as agreed to in writing. If the time stipulated in the Work Order extends beyond the time of the Contract, the Contract shall be extended to the completion date of the Work Order.

ARTICLE III - CONTRACT SUM

- (a) The COUNTY shall pay to the CONTRACTOR for the performance of the work, a sum calculated by multiplying the quantity of work authorized under each Work Order, times the applicable Payment Item unit price. This sum shall include all labor, travel, materials, tools, equipment, disposal, rentals, overhead, bonds, insurance, profit, and other contingencies in connection therewith.
- (b) **The Contract Multiplier, shall be:**

(Number)

(In Words)

all in accordance with the CONTRACTOR's Proposal attached hereto and made a part thereof.

- (c) The COUNTY is exempt under Section 1116 of the Tax Law and, therefore, no sales tax shall be included in the bids.

Materials:

It shall be understood that title to all materials is to pass to the COUNTY prior to their incorporation into the realty, be they purchased by the CONTRACTOR, or by any subcontractor, or by any supplier. Such CONTRACTOR or subcontractors or supplier, since they purchase the materials for resale as tangible personal property rather than as realty, shall not be required to pay the tax to the material supplier or subcontractor on their purchase, and each shall include with each order a Resale Certificate (Form ST-120.1).

Labor:

The COUNTY shall furnish to the successful prime CONTRACTOR or CONTRACTORS a Certificate of Capital Improvements (New York State Department of Taxation and Finance FORM ST-124) which shall exempt such CONTRACTOR or CONTRACTORS from the tax on all labor. Each CONTRACTOR shall copy and pass such copies to all his subcontractors for the same purpose.

The exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the CONTRACTOR or to his subcontractors and he and they shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes on such leased tools, machinery, equipment or other property, and for such materials not incorporated into the project.

The following specific provisions are hereby included in this Contract and parallel provisions shall be included in all Subcontracts entered into hereunder:

Title to all materials to be sold by the CONTRACTOR to the COUNTY pursuant to the provisions of this Contract, shall immediately vest in the COUNTY upon delivery of such material to the job site before their installation or incorporation into the project. Such materials shall then become the sole property of the COUNTY, subject to the right of the COUNTY and ENGINEER to reject the same within a reasonable period for failure to conform to the standards and Specifications of the Contract Documents and the Purchase Orders.

The purchase by subcontractors of materials to be sold hereunder shall also be a purchase for resale to the CONTRACTOR (either directly or through other subcontractors). The Subcontract Contracts providing for the resale of such material prior to and separate and apart from the incorporation of such materials into the project and such Subcontract Contracts shall be a form similar to this Contract.

The sum paid under this Contract shall be deemed to be in full consideration for the performance by the CONTRACTOR of all his duties and obligations under this Contract in connection with said sale, including furnishing the use of construction equipment not owned by the CONTRACTOR or its subcontractors but rented from others.

Nothing in this article is intended or shall be construed as relieving the CONTRACTOR from his obligations under this Contract and the CONTRACTOR shall have the full continuing responsibility to install the material and supplies purchased in accordance with the provisions of this Contract, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the COUNTY until such time as the work covered by the Contract is fully accepted by the COUNTY.

ARTICLE IV - ADDITIONS-DEDUCTIONS-DEVIATIONS

If the COUNTY orders, in writing, changes to the performance or scope of any work covered by the Work Order for any reason, the value of such work, additions, deductions or deviations ("revised work"), shall be determined either by the unit prices specifically contained in the Contract documents, or where unit prices do not apply by acceptance of agreed unit prices, based on cost plus fifteen percent (15%) for general overhead and profit, or negotiated price.

ARTICLE V - PROGRESS PAYMENTS

The COUNTY shall make payments under this Contract as follows:

- (a) On not later than the fifth day of every month, the CONTRACTOR shall submit an approvable invoice covering the work performed from the previous invoice. Attached to said invoice shall be supporting documentation which may reasonably be required by the COUNTY.
- (b) Not later than the fifth day of the month following the submittal of an approvable invoice, the COUNTY shall make partial payment to the CONTRACTOR in accordance with the following terms:
 - (1) The COUNTY shall retain five percent (5%) of the amount due on each invoice. The COUNTY reserves the right to retain a greater percentage in the event the CONTRACTOR fails to make satisfactory progress or in the event there is other specific cause for greater withholding.
 - (2) At such time that the COUNTY deems the Work Order substantially complete, the amount retained may be reduced below five percent (5%) to two percent (2%) of the total Work Order amount, plus two (2) times the value of any remaining items of work to be completed, as determined by the COUNTY.

- (3) Notwithstanding any of the amounts to be withheld in accordance with the paragraphs set forth above, the COUNTY has the further right to withhold any amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR and any costs incurred by the COUNTY arising out of handling and processing the same.
- (4) Upon final completion of the Work Order, the CONTRACTOR shall submit an invoice to the COUNTY for final payment which shall include any and all monies due the CONTRACTOR, including the amount withheld during the guarantee period.
- (c) All work covered by partial payments shall thereupon become the sole property of the COUNTY, but this provision shall not be construed as relieving the CONTRACTOR from his sole responsibility for the care and protection of work upon which payments have been made of the restoration of any damaged work, or as waiver of the right of the COUNTY to require the fulfillment of all the terms of the Contract.
- (d) Before any payments shall be made under this Contract, the COUNTY reserves the right to require the CONTRACTOR and all subcontractors to submit written verified statements, in satisfactory form, certifying in detail to the amounts then due and unpaid by such CONTRACTOR and its subcontractors to all laborers for daily or weekly wages on account of labor performed upon the work under this Contract, or to other persons for materials, equipment and supplies delivered at the site of the work. The term "laborers," as used herein, shall include workmen and mechanics.
- (e) The COUNTY hereby reserves the right to deduct from any monies due or to become due the CONTRACTOR any costs incurred by the COUNTY arising out of this project for the handling and/or processing of any liens, release of liens, restraining notices, garnishments, levies, summons, subpoenas or other documents, legal papers, suits or actions served upon or filed with the COUNTY.

ARTICLE VI - ACCEPTANCE AND FINAL PAYMENT

- (a) Upon completion of the Work Order the COUNTY shall approve all of the work done and shall, within fifteen (15) days of the approval, prepare a final certificate of the work done and the value thereof.
- (b) The CONTRACTOR shall submit final close-out documents and provide the following prior to the COUNTY issuing final payment:
 - (1) Completion letter on company letterhead and signed by an authorized company representative that states that all asbestos materials identified in the asbestos survey were properly abated and disposed of per all applicable laws and regulations.
 - (2) Submission of all waste shipment record forms signed by the CONTRACTOR, transporter, and landfill operator for each shipment of asbestos waste.
 - (3) Copies of project notifications to the NYS DOL and the US Environmental Protection Agency.
 - (4) Certified payroll records on forms satisfactory to the COUNTY.
 - (5) Provision of a complete record of the project including copies of licenses and certifications of personnel, medical and respirator fit testing records, project logs, and OSHA personal sampling reports.
 - (6) Remove and/or restore temporary facilities, services, surplus materials, rubbish and similar appurtenances.

- (7) Secure from unauthorized entry any vacant structures that have been abated, in the same manner that it was secured prior to the start of the abatement work.
- (c) The COUNTY shall, upon approval of the final certificate, and receipt of the close-out documents shall promptly pay the CONTRACTOR the entire sum so found due thereunder after deduction of all previous payments and amounts to be kept and retained under provisions of this Contract. All prior payments shall be subject to correction in the final estimate and payment.
- (d) The CONTRACTOR shall guarantee the work accomplished under this Contract for a period of one (1) year from the date of issuance of final certificate for the Work Order. For Work Order values of \$25,000 or greater, the guarantee period shall be considered as work remaining to be completed under this Contract and shall have a value of one percent (1%) of the final Work Order amount during the Guarantee Period. During the Guarantee Period, twice the value of the guarantee (i.e., two percent (2%) of the contract Work Order amount) shall be retained.
- (e) Upon expiration of the guarantee period, the CONTRACTOR shall submit an Invoice for approval to the COUNTY for final payment, which shall include any and all monies due the CONTRACTOR, including the amount withheld during the guarantee period. All prior partial payments shall be subject to correction in the final invoice and payment.

ARTICLE VII - INSURANCE

- (a) The CONTRACTOR shall secure and maintain for the entire length of the Contract, including the guarantee period, such insurance policies naming the CONTRACTOR and the COUNTY OF MONROE as an additional insured and shall protect those named and his Subcontractors, including their officers, officials, employees and agents, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by the CONTRACTOR or by any Subcontractor or anyone employed by them directly or indirectly. The following insurance policies with insurance companies authorized to do business in New York State are required:
 - (1) New York Statutory Worker's Compensation and Disability.
 - (2) General Liability Insurance; \$1,000,000 per occurrence and aggregate limits of \$3,000,000. This coverage may be in the form of a single policy or a basic policy plus umbrella coverage.
 - (3) CONTRACTOR'S Protective Liability covering operations of Subcontractors, with same limits.
 - (4) Contractual Liability covering Hold Harmless Clause.
 - (5) Automobile Public Liability and Property Damage covering both owned and hired vehicles. (Bodily Injury \$1,000,000 each accident; Property Damage \$1,000,000 each accident).
 - (6) Prior to the storage or use of explosives, the CONTRACTOR shall provide evidence of blasting coverage in the Public Liability, Property Damage and CONTRACTOR'S Protective Liability Insurance.
 - (7) All Risk Builders Risk or All Risk Installation Floater, as appropriate, including Fire and Extended Coverage in an amount of \$50,000.
 - (8) If any of the rating classifications embody property damage exclusions x, c, or u, coverage for eliminating such exclusions must be provided with same limits.

- (b) Certification of such insurance shall be filed with the COUNTY prior to Contract signing and shall be subject to approval for adequacy of protection. Said certificates of insurance shall contain a thirty (30) days' notice of cancellation in favor of the COUNTY.
- (c) The above outlined insurance requirements are the minimum during construction.
- (d) During the guarantee period, CONTRACTOR shall furnish completed operations liability insurance in a minimum amount of \$3,000,000. Prior to the release of the semi-final payment, the CONTRACTOR shall provide a certificate of insurance for this coverage which may not be canceled prior to the end of the guarantee period.

ARTICLE VIII - RESPONSIBILITY FOR DAMAGE CLAIMS/HOLD HARMLESS

The CONTRACTOR shall defend, indemnify, and save harmless the COUNTY, their offices and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by a person, persons, or property on account of the operations of said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order or decree; and so much of the money due the said CONTRACTOR under and by virtue of his contract as shall be considered necessary by the COUNTY for the purpose, may be retained for the use of the COUNTY; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims have been settled and suitable evidence to that effect furnished to the COUNTY, except that money due the CONTRACTOR, shall not be withheld when the contract or produces satisfactory evidence that he is adequately protected by public liability and property damage insurance. The CONTRACTOR specifically agrees to defend and indemnify the County of Monroe from any and all claims brought under the labor law.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

Monroe County, New York

BY: _____
Dawn C. Staub
Purchasing Manager

CONTRACTOR

BY: _____
Title

CONTRACTORS Social Security Number, or Federal I.D. Number

STATE OF NEW YORK)
COUNTY OF MONROE) SS.:
CITY OF ROCHESTER)

On this _____ day of _____, 20____, before me personally came DAWN C. STAUB, to me known, who being by me duly sworn, did depose and say that she resides in Monroe County, that she is the Purchasing Manager of Monroe County, authorized to execute the foregoing instrument; in such case made and provided by Local Law No. 2 of 1989, adopted by the Monroe County Legislature on April 14, 1989 and that she signed her name thereto by virtue of such authority.

NOTARY PUBLIC

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____ Corporation described herein, and which executed the foregoing instrument; and that he/she knows the Seal of the Corporation; that the Seal affixed to the instrument is such Corporate Seal; that it was so affixed by the order of the Board of Directors of the Corporation; and that he/she signed her/his name thereto by like order.

NOTARY PUBLIC

(ACKNOWLEDGEMENT BY CONTRACTOR IF A PARTNERSHIP)

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____, and he/she duly acknowledged to me that he/she executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

NOTARY PUBLIC

(ACKNOWLEDGEMENT BY CONTRACTOR, IF AN INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this ____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

NOTARY PUBLIC

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
 2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
 3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
 4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
 5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
 6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
 7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
 8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
 10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

SECTION 00 62 39

CONSULTANTS/CONTRACTORS DETAILED MBE/WBE UTILIZATION PLAN FORMS

CONSULTANT/CONTRACTOR			<u>CONTRACT</u>	
NAME:			PROJECT NAME:	
ADDRESS:			CONTRACT DESCRIPTION:	
CONTACT PERSON:				
PHONE:				

PROJECTED MBE/WBE CONTRACT SUMMARY

MINORITY BUSINESS ENTERPRISE

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT:	\$
CONTRACT MBE PERCENTAGE GOAL:	%
MBE PERCENTAGE/AMOUNT APPLIED TO THE CONTRACT:	\$
TOTAL MBE DOLLAR AMOUNT PROJECTED:	\$
MBE DOLLAR AMOUNT UNABLE TO MEET:	\$

WOMEN BUSINESS ENTERPRISE

TOTAL DOLLAR VALUE OF THE PRIME CONTRACT:	\$
CONTRACT WBE PERCENTAGE GOAL:	%
WBE PERCENTAGE/AMOUNT APPLIED TO THE CONTRACT:	\$
TOTAL WBE DOLLAR AMOUNT PROJECTED:	\$
WBE DOLLAR AMOUNT UNABLE TO MEET:	\$

FOR THE MONROE COUNTY DEPARTMENT OF ENGINEERING USE ONLY

GOOD FAITH EFFORT DEMONSTRATED: _____

DATE RECEIVED _____
DATE APPROVED: _____
INITIALS: _____

CONSULTANTS/CONTRACTORS DETAILED MBE/WBE UTILIZATION PLAN

SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON			COMPLETION DATE:	
PHONE:				

CONSULTANTS/CONTRACTORS DETAILED MBE/WBE UTILIZATION PLAN

SECTION II-WBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON			COMPLETION DATE:	
PHONE:				
NAME:			CONTRACT AMOUNT:	
ADDRESS:			DATE OF CONTRACT:	
			SCHEDULE START DATE:	
			PAYMENT SCHEDULE:	
CONTACT PERSON			COMPLETION DATE:	
PHONE:				

MONROE COUNTY MBE/WBE MONTHLY REPORT

PROJECT: _____ YOUR FIRM NAME _____

CONTRACT: _____ CONTACT PERSON _____

CURRENT MONTH: _____ PHONE NUMBER _____

FIRM NAME	M/WBE	ESTIMATED CONTRACT CURRENT AMOUNT	PAYMENTS PRIOR TO CURRENT MONTH	PAYMENTS CURRENT MONTH	ESTIMATED DOLLAR VALUE OF REMAINING WORK	CONTRACT STATUS C-DATE COMPLETED E-EST. COMP. DATE	DESCRIPTION OF WORK DONE AND SUB- CONTRACTOR'S PERFORMANANCE: INDICATE D-M-Y (SEE NOTE #1)

NOTES:

1. If no comments are provided, it is assumed performance is acceptable.
2. Attach to this the monthly copies of canceled checks or other proof of payment to the MBE/WBE.

MBE/WBE AFFIDAVIT OF PAYMENT

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

_____, BEING DULY SWORN, disposes and says:

1. I am the _____ of _____ (Corporation), a corporation duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said Corporation.

2. That Corporation entered into a contract dated _____ with _____ ("Sub") for the performance of the following scope of services: _____

3. That Sub is believed by the Corporation to be a bona fide Minority or Women's Business Enterprise (MBE or WBE respectively) as defined by the Contract between the Corporation and the County.

4. That the Sub did actually perform the services described above.

5. That as compensation for work previously performed and vouchered for, the Corporation has paid to the Sub _____ (\$_____) and that said sum represents all sums due and owing to date for the Sub's performance except (\$_____) which remains unpaid because

6. That I make the foregoing statements with full knowledge that the information contained herein shall be used and relied upon by one (1) or more public servants in the performance of official duties.

7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

Corporation

By: _____
(Title)

(ACKNOWLEDGEMENT BY CONTRACTOR IF A CORPORATION)

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20____, before me the subscriber, personally came _____, to me known, who being by me duly sworn, did depose and say the he/she resides in the _____, of _____, that he/she is the _____, of _____, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR IF A PARTNERSHIP)

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be a member of the firm of _____, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of _____, and he/she duly acknowledged to me that he/she executed the same for and in the behalf of said firm for the uses of purposes mentioned herein.

Notary Public

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SECTION 00 70 00

CONTRACT TERMS AND CONDITIONS

1. GENERAL DESCRIPTION

Asbestos Remediation Term Construction Contracts (TCC #8) consists principally of the furnishing of all labor, supervision, equipment, materials and supplies for the removal and disposal or encapsulation of asbestos containing materials on an as-needed basis at locations owned, rented, leased, or otherwise controlled by the COUNTY.

- a. TCC #8 consists of two (2) separate contracts; Contract No. 8-A: Asbestos Remediation – Routine Work; and Contract No. 8-B: Asbestos Remediation-Emergency Work.

2. CONTRACT TERM

The Contract shall extend from the Date of Award through August 31, 2013, with the option to extend for four (4) additional one (1) year periods at the mutual consent of both parties.

3. DEFINITIONS

- a. **BIDDER:** Any party or parties submitting in proper form a Proposal to perform the WORK hereinafter specified to be performed. The successful BIDDER selected by the COUNTY to perform the WORK hereinafter specified will thereafter be known as the "CONTRACTOR".
- b. **CONTRACT DOCUMENTS:** Consist of the Notice to BIDDERS, Contract Terms and Conditions, Proposal, Bid Guarantee, Contract, Performance and Payment Bonds, Technical Specification, and Drawings.
- c. **CONTRACT LABOR RATE:** The New York State Department of Labor Prevailing Wage Rate for Laborer-Building Basic Journey worker plus Asbestos removal allowance over basic rate.
- d. **CONTRACTOR:** Party or parties contracting to perform the WORK or his or their heirs, executors, administrators, successors, or assigns.
- e. **COUNTY:** Monroe County or the County of Monroe.
- f. **EMERGENCY WORK:** WORK that requires immediate correction having an adverse effect on the safety and welfare of the building population and/or jeopardizing the continued use of the space and/or building. The CONTRACTOR shall respond and be at the WORK site within one (1) hour of notification received from the COUNTY.
- g. **EXTRA WORK:** WORK not included as a part of a Payment Item, as determined and approved by the COUNTY.

- h. *MULTIPLIER*: The factor developed by the BIDDER that shall determine the Low BIDDER and which when multiplied times LABOR PAYMENT ITEM determines payment to the CONTRACTOR. The MULTIPLIER shall include allowances to cover all costs associated with off-site supervision labor, transportation labor, travel, materials, tools, equipment, disposal, rentals, overhead, bonds, insurances, profit, and other contingencies in connection therewith.
 - 1) There are two (2) separate MULTIPLIERS;
 - (a) one (1) for Contract 8-A: Asbestos Remediation – ROUTINE WORK; and
 - (b) one (1) for Contract 8-B: Asbestos Remediation – EMERGENCY WORK.
- i. *ROUTINE WORK*: WORK that can be scheduled.
- j. *PAYMENT ITEMS*: The list of WORK items and prices which are the basis for bidding, defining WORK ORDERS and payment. The PAYMENT ITEMS include:
 - 1) LABOR PAYMENT ITEM: The actual on-site hours worked, multiplied by the CONTRACT LABOR RATE; when multiplied times the BIDDER'S MULTIPLIER determines payment to the CONTRACTOR.
 - 2) Department of Labor Notification Fee at actual cost
- k. *WORK*: The designated asbestos remediation to be performed by the CONTRACTOR under the Specifications attached hereto. The WORK consists of ROUTINE as well as EMERGENCY WORK.
- l. *WORK ORDER*: the written authorization by the COUNTY to the CONTRACTOR to perform a defined quantity of WORK.

4. BRAND REFERENCE

Reference to a manufacturer's product by brand name or number is done solely to establish the minimum quality and performance characteristics required. BIDDERS may submit bids on alternates, but must attach catalog sheets listing the specifications for any alternate bid. Further, the BIDDER must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment shall perform per the specified brand. The acceptance of a BIDDER's alternate rests solely with the COUNTY.

5. SPECIFICATION ALTERATION

- a. Specifications shall be construed to be complete, and except where specifically noted, be considered the entire description of the goods or services upon which the COUNTY is now seeking bids.
- b. Only formal written addenda can materially alter this set of specifications. No verbal statement made by the COUNTY, their agent, or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

6. BID PROPOSAL

- a. Proposals shall be submitted in duplicate on the enclosed Proposal forms. Proposals shall be enclosed in a sealed envelope plainly marked with the title of the WORK and name and address of the BIDDER on the outside. No proposal shall be considered unless filed on or before the time and at the place designated.

- 1) If the Proposal is submitted by mail, preferably registered, the sealed Proposal, marked as noted above, must be addressed to:

Dawn Staub, Purchasing Manager
Monroe County
200 County Office Building
39 West Main Street
Rochester, NY 14614

- b. BIDDERS shall submit a single Bid with a MULTIPLIER, and may bid on either or both Contracts.

- 1) The MULTIPLIER, when applied to the respective Labor Rate Payment Item, shall establish the price to be paid for the WORK. The MULTIPLIER shall include cost allowances to cover all associated with off-site supervision labor, transportation labor, travel, materials, tools, equipment, disposal, rentals, overhead, bonds, insurances, profit, and other contingencies in connection therewith.

- 2) Department of Labor Notification Fee shall be reimbursed separately at cost.

- 3) Air and project monitoring shall be the responsibility of the COUNTY and shall not be used to determine the contract award.

- c. The COUNTY is exempt under Sections 1116 of the Tax Law, and therefore, no sales tax shall be included.

- d. The following is an example of how the MULTIPLIER is to be shown:

CONTRACT LABOR RATE = 100% Wage Rate
BIDDER's Price = 150% x Wage Rate

MULTIPLIER = 1.50 OR One Point Five-Zero

DO NOT use percentage to show the MULTIPLIER. Any bid showing percentages as the MULTIPLIER shall be rejected.

- e. Negligence on the part of the BIDDER in preparing his Proposal confers no right for the withdrawal of the Proposal after it has been opened.

7. WAGE RATES

- a. The Prevailing Wage Rate Schedule developed for these CONTRACT DOCUMENTS is NYS Department of Labor Prevailing Rate Case (PRC) #2012002359. Any Prevailing Wage Rates Redetermination which may arise prior to the bid opening shall be distributed by addendum.

- b. In the event that the prevailing rate of wages or supplements change after the bids have been opened, or after the contract is awarded, an updated schedule shall be issued by the State Department of Labor. Each workman, laborer or mechanic shall be paid or provided not less than the new updated rates. The CONTRACT LABOR RATE shall be adjusted by the updated Laborer – Building Basic Journey worker plus Asbestos Removal Allowance Over Basic Rate.
- c. The CONTRACT LABOR RATE shall be charged for all WORK performed.
- d. Should the COUNTY require WORK to be performed during weekends or legal holidays, the CONTRACT LABOR RATE shall be adjusted according to the prevailing wage rate schedule.

8. BID GUARANTY

- a. A Bid Guaranty of Ten Thousand Dollars (\$10,000) is required to be submitted with this Bid. This may be in the form of a Bid Bond, certified check, or standard form irrevocable letter of credit payable to Monroe County, Director of Finance. If a BIDDER submits a certified check or an irrevocable letter of credit, such guaranty may be rolled over as the Performance or Payment Bonds required herein. If a Bid Bond is submitted then the BIDDER shall be required to submit separate Performance and Labor and Materials Bonds, and upon receipt shall be returned the Bid Bond.
- b. Bid guaranties shall be returned within ten (10) days after the bids are opened to BIDDERS whose Proposals, in the judgment of the COUNTY and ENGINEER, shall not be considered in making the award. All other checks shall be returned upon execution of the Contract and required bonds by the successful BIDDER.

9. BID AWARD

- a. The COUNTY reserves the right to award a Contract, based on the Bid MULTIPLIER, to the lowest responsible BIDDER who meets all terms of the Specifications. The COUNTY reserves the right to reject any or all Bids, if the Monroe County Purchasing Manager deems said action to be in the best interests of the COUNTY.
- b. The COUNTY reserves the right to consider bids for forty-five (45) days after the receipt before awarding any Contract.
- c. The acceptance of Proposal shall be a Notice of Award in writing from the COUNTY. The Notice of Award shall bind the successful BIDDER to execute the Contract as provided hereinafter.

10. EXECUTION OF THE CONTRACT

- a. The BIDDER who's Proposal have been accepted shall execute the Contract within ten (10) calendar days of the date of Notice of Award.
- b. As a part of the execution of the Contract the successful BIDDER shall procure, execute and deliver to the COUNTY, and maintain, at his own cost and expense, for the period of the Contract the following bonds, in the form attached herein, of a surety company approved by the COUNTY and authorized to do business in the State of New York as a surety:
 - 1) Performance Bond: in the amount of One Hundred Thousand Dollars (\$100,000).
 - 2) Payment Bond: in the amount of One Hundred Thousand Dollars (\$100,000).

- c. As a part of the execution of the Contract the successful BIDDER shall secure and maintain for the entire length of the Contract, including the guarantee period, such insurance policies, naming the CONTRACTOR and the County of Monroe as an additional insured and shall protect those named and including his Subcontractor, including their officers, officials, employees and agents, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly, the following insurance policies with insurance companies authorized to do business in New York State are required:

- 1) New York Statutory Worker's Compensation and Disability.
- 2) General Liability Insurance; \$1,000,000 per occurrence and aggregate limits of \$3,000,000. This coverage may be in the form of a single policy or a basic policy plus umbrella coverage.
- 3) CONTRACTOR's Protective Liability covering operations of Subcontractors, with same limits.
- 4) Contractual Liability covering Hold Harmless Clause.
- 5) Automobile Public Liability and Property Damage covering both owned and hired vehicles. (Bodily Injury \$1,000,000 each accident; Property Damage \$1,000,000 each accident.)
- 6) Prior to the storage or use of explosives, the CONTRACTOR shall provide evidence of blasting coverage in the Public Liability, Property Damage and CONTRACTOR's Protective Liability Insurance.
- 7) All Risk Builders Risk or All Risk Installation Floater, as appropriate, including Fire and Extended Coverage in an amount of \$50,000.
- 8) If any of the rating classifications embody property damage exclusions x, c, or u, coverage for eliminating such exclusions must be provided with same limits.

Said certificates of insurance shall contain a thirty (30) day notice of cancellation in favor of the COUNTY.

The above outlined insurance requirements are the minimum during the Contract period.

During the guarantee period the CONTRACTOR shall furnish completed operation liability insurance in a minimum amount of \$3,000,000. Prior to the release of the final payment, the CONTRACTOR shall provide a certificate of insurance for this coverage which may not be canceled prior to the end of the guarantee period.

- d. Failure or refusal of the BIDDER, whose Proposal is accepted, to execute the Contract shall entitle the COUNTY to proceed against the sum represented by the bid guaranty to recover damages, or take such other action as the COUNTY may deem in the public's best interest.

11. MATERIALS

- a. The furnishing of all materials to complete a job shall be the responsibility of, and paid for by, the CONTRACTOR
- b. All materials, equipment and accessories shall be new, of good quality and shall be essentially the standard product used for the particular kind of repair or encapsulation work. Should the COUNTY or its representatives request a specific grade, quality or type of material, that specific grade, quality and type shall be provided by the CONTRACTOR.
- c. Prior to award of the Contract and within forty-eight (48) hours of request by the COUNTY, the CONTRACTOR shall furnish for approval the identification of the materials to be used and all samples and testing data as required by the technical specification. The submittal shall include the identification of the availability of all materials. WORK shall be in accordance with the approved materials.

12. EQUIPMENT

The CONTRACTOR shall provide all tools and equipment normally used in the CONTRACTOR'S trade. CONTRACTOR shall also be responsible for supplying their own source of power, electricity and water on projects that lack such on-site utilities.

13. WRITTEN ESTIMATES

- a. Requests for estimates for ROUTINE WORK shall be made in writing, by electronic device, or by phone from the COUNTY to the CONTRACTOR. The request shall identify the time period for performing the WORK.
- b. For ROUTINE WORK, the CONTRACTOR must respond to the request, inspect the site(s), and submit a written estimate of the WORK to be performed to the COUNTY within seven (7) calendar days of the request.
- c. All estimates shall include the number of hours required to perform the WORK, times the CONTRACT LABOR RATE, times the Bid MULTIPLIER, and fee for NYS DOL notification as required.
- d. After the written estimate is submitted to and accepted by the COUNTY, a WORK ORDER shall be issued to the CONTRACTOR by the COUNTY.
- e. For EMERGENCY WORK service requests, the CONTRACTOR's estimate and the COUNTY's approval may be electronic or verbal, followed by written after the WORK has started, in the form of a WORK ORDER.
- f. Final invoice cost of WORK to the COUNTY shall not exceed the CONTRACTOR's estimate and shall be the actual time on site.

14. WORK ORDERS

- a. WORK shall be authorized through one (1) or more WORK ORDERS. Each individual WORK ORDER shall total not more than One-hundred Thousand Dollars (\$100,000).
- b. Each WORK ORDER shall identify the location, and description of WORK along with a total estimated price for performing the WORK.
- c. WORK shall be done in accordance with the schedule stipulated in the written WORK ORDER such that operation of a facility is not impaired except as agreed to in writing. If the time stipulated in the WORK ORDER extends beyond the time of the Contract, the Contract shall be extended to the completion date of the WORK ORDER.
- d. With exception to EMERGENCY WORK, no WORK shall be performed until a written WORK ORDER has been issued by the COUNTY to the CONTRACTOR. Any WORK performed by the CONTRACTOR prior to receipt of the WORK ORDER shall be at the CONTRACTOR's own risk.
- e. EMERGENCY WORK request may be made by the COUNTY by electronic device or telephone and followed by a written WORK ORDER.

15. EMERGENCY WORK

- a. EMERGENCY WORK is performed under Contract 8-B only.
- b. EMERGENCY WORK is that which requires immediate correction of a condition having an adverse effect on the safety and welfare of the building population and/or jeopardizing the continued operation or use of the building. EMERGENCY WORK is to be started by the CONTRACTOR within one (1) hour of a call from the COUNTY and can occur at any time.
 - 1) The CONTRACTOR shall have an employee available at all times to address issues and problems, which may arise. This employee shall carry a pager and/or cellular phone and have authority to summon manpower and equipment.
 - 2) The CONTRACTOR shall provide the COUNTY with employee's name(s), home phone number(s), cellular phone and/or pager number(s).
 - 3) Failure of the CONTRACTOR's emergency contact employee to respond to three (3) emergency calls in a twelve (12) month period may be cause for termination of the Contract.

16. QUALITY OF WORK

All WORK shall be performed and completed with a minimum of delay. It shall be done in a neat and workmanlike manner and in accordance with accepted good practice. The workers shall be skilled in the trade in which employed and shall make all work safe for the occupants of the building.

17. REVIEW OF WORK

- a. The WORK shall be inspected by the COUNTY and the CONTRACTOR's quality of service shall be judged prior to payment.
- b. The CONTRACTOR shall charge only for hours actually at the site for each project. Travel time and transportation costs to, from, and between project sites shall not be charged to the COUNTY. These costs as well as supervisory help, clerical help and drivers shall be included in the MULTIPLIER.
- c. The CONTRACTOR shall use only the number of workmen necessary to do the job at hand. Should the COUNTY feel the WORK is being over-staffed; the staffing shall be reviewed by the CONTRACTOR and the COUNTY. As a result, the COUNTY may limit the number of workmen on a particular job in the future and/or terminate the Contract.

18. ADDITIONAL PERFORMANCE BONDS

- a. Prior to commencement of WORK, the COUNTY requires the Performance and Payment Bonds in the amount of one hundred percent (100%) of the WORK shall be in place. Therefore, where more than one (1) WORK ORDER is authorized at one (1) time, the sum total of each type of surety bond shall be the difference between the full amount of the sum of the estimated price of all of the WORK ORDERS and One Hundred Thousand Dollars (\$100,000).
- b. The additional Bonds shall be returned upon acceptance of the WORK ordered by the COUNTY.

19. PAYMENTS

- a. Payments for performance of the WORK performed under each WORK ORDER of this Contract shall be made by the COUNTY to the CONTRACTOR based on the terms and conditions stated in the Contract.
- b. At least five (5) days before the submission of application for payment, the CONTRACTOR shall furnish to the COUNTY a complete breakdown of the job listing the base pay of each worker plus benefits and supplemental (total labor cost), the associated number of hours for each worker on the job, notification fee, and negotiated item cost for all WORK performed. This breakdown, when approved, shall be used as a basis for preparing an approvable invoice for payment. In no instance shall the total cost exceed the original written estimate for the job. The CONTRACTOR shall furnish a Monroe County Claim Voucher with each application for payment.
- c. Payments shall be calculated based on multiplying the CONTRACT LABOR RATE times the number of hours of the WORK performed, times the Bid MULTIPLIER and then adding applicable notification fees, a negotiated item, or any combination thereof. The CONTRACTOR shall charge only for hours actually at the site on each particular job. No payment shall be made for time necessary to re-clean in the event of failure of final air sampling or final clearance. Travel time and transportation costs to, from, and between job sites shall not be charged to the COUNTY.

- d. Neither the final payment nor any partial payment shall constitute acceptance of any defective workmanship or material, or noncompliance with the CONTRACT DOCUMENTS.

20. CLOSE-OUT, ACCEPTANCE AND GUARANTEE OF WORK

- a. Upon completion of the WORK ORDER the COUNTY shall approve all of the WORK done and shall, within fifteen (15) days of the approval, prepare a final certificate of the WORK done and the value thereof.
- b. The CONTRACTOR shall submit final close-out documents and provide the following prior to the COUNTY issuing final payment:
 - 1) Completion letter on company letterhead and signed by an authorized company representative that states that all asbestos materials identified in the asbestos survey were properly abated and disposed of per all applicable laws and regulations.
 - 2) Submission of all waste shipment record forms signed by the CONTRACTOR, waste transportation company, and landfill operator for each shipment of asbestos waste.
 - 3) Copies of project notifications to the NYS DOL and the US Environmental Protection Agency.
 - 4) Certified payroll records on forms satisfactory to the COUNTY.
 - 5) Provision of a complete record of the project including copies of licenses and certifications of personnel, medical and respirator fit testing records, project logs, and OSHA personal sampling reports.
 - 6) Remove and/or restore temporary facilities, services, surplus materials, rubbish and similar appurtenances.
 - 7) Secure from unauthorized entry any vacant structures that have been abated, in the same manner that it was secured prior to the start of the abatement work.
- c. The COUNTY shall, upon approval of the final certificate, and receipt of the close-out documents shall promptly pay the CONTRACTOR the entire sum so found due thereunder after deduction of all previous payments and amounts to be kept and retained under provisions of this Contract. All prior payments shall be subject to correction in the final estimate and payment.
- d. The CONTRACTOR shall guarantee the WORK accomplished under this Contract for a period of one (1) year from the date of issuance of final certificate for the WORK ORDER. For WORK ORDER values of \$25,000 or greater, the guarantee period shall be considered as WORK remaining to be completed under this Contract and shall have a value of one percent (1%) of the final WORK ORDER amount during the Guarantee Period. During the Guarantee Period, twice the value of the guarantee (i.e., two percent (2%) of the contract WORK ORDER amount) shall be retained.
- e. Upon expiration of the guarantee period, the CONTRACTOR shall submit an Invoice for approval to the COUNTY for final payment, which shall include any and all monies due the CONTRACTOR, including the amount withheld during the guarantee period. All prior partial payments shall be subject to correction in the final invoice and payment.

21. ASSIGNMENT

The CONTRACTOR may not assign, transfer, convey, sublet or otherwise dispose of the Contract to any person or corporation without the prior consent of the COUNTY in writing.

22. WAGE RATES AND PAYROLL RECORDS

- a. Pursuant to the provisions of Section 220-A of the New York State Labor Law, as amended, CONTRACTOR and its subcontractors shall be obligated to pay to all laborers, workmen and mechanics the applicable prevailing wage rates and supplements. Included in this Specification are the current applicable wage rates and supplements.
- b. The CONTRACTOR shall submit weekly a copy of all payrolls to the COUNTY. The prime CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the CONTRACTOR indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic including apprentices and trainees, conform with the WORK he performed.
- c. The CONTRACTOR shall make the records required under this clause available for inspection by authorized representatives of the COUNTY and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job.
- d. As no installation is required in this Contract, the most commonly appropriate trade for this contract is asbestos removal and abatement worker.

23. FEDERAL SINGLE AUDIT ACT

In the event the CONTRACTOR is a recipient through the Contract, directly or indirectly, of any funds of or from the United States Government, CONTRACTOR agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The CONTRACTOR shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110, and A-133, and such other circulars, interpretations, opinions, rules, or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in Article I of the Contract, _____ dollars (\$_____) of such amount, or _____ percent (____%) of such amount, is being passed-through the COUNTY from the United States Government under the following:

Award Name: _____

Award Number: _____

Award Year: _____

Name of Federal Agency: _____

Catalog of Federal Domestic

Assistance (CFDA) Number: _____

The Award [] is, [] is not, related to Research and Development.

If on a cumulative basis the CONTRACTOR expends Five Hundred Thousand and 00/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the COUNTY; however, if there are findings or questioned costs related to the program that is federally funded by the COUNTY, the CONTRACTOR shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the COUNTY.

If on a cumulative basis the CONTRACTOR expends less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the CONTRACTOR's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the CONTRACTOR's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, NY 14614

The CONTRACTOR shall, upon request of the COUNTY, provide the COUNTY such documentation, records, information and data and response to such inquiries as the COUNTY may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the COUNTY and permit such auditors to have access to, examine and copy all records, documents, reports, and financial statements as the COUNTY deems necessary to assure or monitor payments to the CONTRACTOR under the Contract.

The COUNTY's right of inspection and audit pursuant to the Contract shall survive the payment of monies due to CONTRACTOR and shall remain in full force and effect for a period of three (3) years after the close of the CONTRACTOR's fiscal year in which any funds or payment was received from the COUNTY under the Contract.

24. NON-DISCRIMINATION

- a. The CONTRACTOR agrees that in carrying out its activities under the terms of the Contract that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it shall abide by the applicable provisions of the Human Rights Law of the State of New York as presently set forth in Sections 290-301 of the Executive Law of the State of New York.

25. UTILIZATION OF MINORITY (MBE) AND WOMEN'S (WBE) BUSINESS ENTERPRISES

- a. It is the policy of the COUNTY that Minority Business Enterprises (MBE's) and Women's Business Enterprises (WBE's) be afforded opportunities to participate as Subcontractors on COUNTY projects. In furtherance of that policy, the COUNTY requires CONTRACTOR's to utilize their best efforts to achieve goals for MBE and WBE participation on all COUNTY projects. On this project, that goal is a combined participation of MBE firms on ten percent (10%) of the project and by WBE firms on two percent (2%) of the project. The successful BIDDER on this project shall take various affirmative steps to achieve the participation goals set forth herein. Those affirmative steps, along with the Bid submission and Contract requirements, are described hereafter.
- b. As part of the Bid submission, BIDDERS shall complete the Certification for Utilization of Minority and Women Business Enterprises, and upon written request of the COUNTY the Lowest Responsive BIDDER shall provide to the COUNTY, within five (5) days of the Bid date, a completed Subcontracting Plan. A copy of the certification for utilization form is included in this Document.
- c. The CONTRACTOR shall agree to take the affirmative steps identified to afford opportunities for MBE and WBE firms on the project and shall make his/her best efforts to meet the MBE/WBE participation goals established for this project.
 - 1) The CONTRACTOR shall be required to designate, in writing, an executive of its company who shall have overall responsibility for implementing the CONTRACTOR's MBE/WBE Utilization Plan.
 - 2) The CONTRACTOR shall maintain records showing Subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. Upon written request of the COUNTY, the CONTRACTOR shall provide to the COUNTY a completed MBE/WBE Monthly Report. A copy of the monthly report form is included in this Document.
 - 3) The CONTRACTOR shall submit payment records that demonstrate payment to all Subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to Subcontractors for work previously paid for by the COUNTY. A copy of the affidavit form to be utilized is included in this Document.
- d. Upon written request of the COUNTY, the CONTRACTOR shall provide to the COUNTY a MBE/WBE Utilization Plan. The Plan must identify, to the maximum extent possible, the MBE and WBE firms to be utilized by the CONTRACTOR. The COUNTY's MBE/WBE Officer shall be responsible for reviewing the CONTRACTOR's Plan and for reviewing each Subcontractor's qualifications as an MBE or WBE. A copy of the utilization plan form is included in this Document.
 - 1) The Utilization Plan should be accompanied by executed sub-contracts or signed letters of intent from the MBE/WBE firms identified in the Plan. The CONTRACTOR shall be obligated, throughout the term of the Contract, to furnish to the COUNTY copies of all subcontracts with MBE and WBE firms for Project WORK. Failure to provide a copy of such subcontracts prior to commencement of the subcontracted WORK shall constitute a breach of the CONTRACTOR's obligation and the COUNTY shall have the right, at its discretion, to order the WORK suspended until the

CONTRACTOR has complied with this provision. Any costs associated with or resulting from the suspension of WORK due to the CONTRACTOR's failure to comply with this provision shall be the CONTRACTOR's sole responsibility.

- 2) Any amendments to the Utilization Plan submitted by the CONTRACTOR must be approved by the COUNTY, including, without limitation, changes in the WORK to be subcontracted to MBE/WBE firms, changes in use of MBE/WBE firms or substitutions of MBE/WBE firms.
- e. The CONTRACTOR shall be required to take the following affirmative steps to insure MBE/WBE participation on the project:
- 1) notify Minority or Women's Contractor Association of the subcontracting opportunities on the project prior to soliciting bids/quotations for such work;
 - 2) advertise in Minority and Women's trade association newsletters with respect to subcontracting opportunities;
 - 3) segment the project WORK to be subcontracted to the extent consistent with the size and capability of available MBE and WBE contractor's; or
 - 4) negotiate in good faith with MBE/WBE firms interested in performing work on the project (the CONTRACTOR shall be responsible for documenting all such negotiations in order to demonstrate the unacceptability of any MBE/WBE firms which are not chosen to perform work on the project);
 - 5) take positive action to substitute another MBE/WBE firm in the event an MBE/WBE Subcontractor is unable to perform subcontracted work as originally planned.

The CONTRACTOR's failure to take the affirmative steps listed herein shall constitute a default by the CONTRACTOR of the obligations under the Contract. In the event of such a default by the CONTRACTOR, the COUNTY shall be entitled to deduct from its final payment to the CONTRACTOR the percentage amount of the Contract that equals the CONTRACTOR's shortfall from the MBE/WBE participation goals for this project.

- f. The State of New York maintains a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below. A compilation of State certified MBE/WBE firms is available at the County Purchasing Office, Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614 or from Irv Murph, Monroe County Division of Engineering and Facilities Management, City Place, 50 West Main Street, Suite 7100, Rochester, New York 14614-1228, Telephone: (585) 753-7544. Mr. Murph is available to assist prospective BIDDERS in meeting the requirements of the COUNTY's MBE/WBE program.
- g. The following terms are defined as follows:
- 1) *Minority Business Enterprise (MBE)* - an independent business completely or substantially owned, controlled and operated by one (1) or more members of specified minority groups or socially and economically disadvantaged individuals.
 - 2) *Women's Business Enterprise (WBE)* - an independent business completely or substantially owned, controlled and operated by one (1) or more women.

- 3) *Independent* - demonstrably free from any control, domination or undue influence by individuals or businesses that are not intended to be primary beneficiaries of the MBE/WBE program.
- 4) *Business* - an entity capable of performing a commercially useful function, including management and supervision of the WORK.
- 5) *Owned, Controlled and Operated* - minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day-to-day management and operation of the firm.
- 6) *Specified Minority Groups* - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- 7) *Socially and Economically Disadvantaged* - members of a group or an individual found to be so by the U.S. Small Business Administration under Section 8 (a) of the Small Business Act, as amended (15 USC Section 637a).

26. NOTICE OF JOB VACANCIES

- a. The CONTRACTOR recognizes the continuing commitment on the part of the COUNTY to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the COUNTY's need to know when jobs become available in the community.
- b. The CONTRACTOR agrees to notify the COUNTY when the CONTRACTOR has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the CONTRACTOR has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualification (education and experience).
- c. Notice shall be given in writing to:
Employment Coordinator
Monroe County Department of Human & Health Services
Room 535, 691 St. Paul Street
Rochester, New York 14605
Telephone: (585) 753-3613
Fax: (585) 753-4506
- d. The CONTRACTOR recognizes that this is an opportunity to make a good faith effort to work with the COUNTY for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the CONTRACTOR to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the CONTRACTOR to hire an individual referred by or through the COUNTY shall be voluntary and based solely upon the CONTRACTOR's job requirements and the individual's qualifications for the job, as determined by the CONTRACTOR.

27. QUALIFICATIONS OF BIDDER

- a. Submission with the Bid: The BIDDER shall submit the following information with their bid. Failure to provide the information with the bid, in part or whole, may be considered grounds for bid rejection by the COUNTY. The COUNTY reserves the right to disqualify BIDDERS based on the submissions provided.
 - 1) BIDDER's current New York State Department of Labor License to perform asbestos abatement projects.
 - 2) Evidence that the BIDDER/company has been licensed and conducted business under the same name for a minimum of five (5) years.
 - 3) Skills and experience with all phases of asbestos abatement work as evidenced through the participation of a minimum of twenty (20) asbestos abatement projects. Project list must include a description of the project size and scope. Include the names and phone numbers of references, including project monitor firm representative. Projects shall have been completed within the last five (5) years.
 - 4) The BIDDER shall submit a notarized statement, signed by an officer of the company, identifying any citations, penalties, orders to comply, notices of deficiency, or notices of violations issued by Federal, State, or Local regulatory agencies relating to asbestos abatement activities, including health & safety, for the last twelve (12) calendar months on public projects. Include project owner, contact names, dates and resolutions. If unresolved, indicate as such.
- b. The BIDDER shall possess the financial standing, plant, machinery and equipment necessary to perform work of the scope described herein.
 - 1) The BIDDER must be prepared to present evidence of five (5) years of experience as an asbestos removal contractor using materials and techniques as outlined in the specifications. The BIDDER shall also possess financial standing, plant machinery and equipment adequate to handle this work.
 - 2) The BIDDER shall submit evidence of license by the State of New York to perform work of the scope described herein.
- c. When specifically requested by the COUNTY, a detailed financial and ownership statement shall be submitted by the apparent low BIDDER. The COUNTY shall have the right to take such steps as he deems necessary to determine the ability of the BIDDER to perform his obligations under the Contract, and the BIDDER shall furnish the COUNTY all such information and data for this purpose as he may request. The right is reserved to reject any Proposal where an investigation of the available evidence or information does not satisfy the COUNTY that the BIDDER is qualified to carry out properly the terms of the Contract. The issuing of Bid Documents and acceptance of a BIDDER's payment for the Bid Documents by the COUNTY shall not be construed as pre-qualification of that BIDDER.

28. COUNTY'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the CONTRACTOR become insolvent, or should they refuse or neglect to perform the WORK in a proper manner and as directed by the COUNTY, or otherwise fail in the performance of any of their obligations under this Contract, and Surety after proper request fails to complete the Contract, then the COUNTY, upon the certificate of the CONSULTANT that sufficient cause exists to justify such action, and after giving the CONTRACTOR and its Surety seven (7) calendar days written notice, may, without prejudice to any other right or remedy, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the WORK by whatever method he may deem expedient. In such cases, no further payment shall be made to the CONTRACTOR until the WORK is completed, at which time, if the unpaid balance of the Contract price shall exceed the expense of finishing the WORK, such excess shall be paid to the CONTRACTOR. Should such expense exceed the unpaid balance, the CONTRACTOR and its Surety shall pay the difference to the COUNTY. The COUNTY shall audit and certify the expense incurred in finishing the WORK and the damage incurred through the CONTRACTOR'S fault.

29. OTHER AGENCIES

The CONTRACTOR(S) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within the COUNTY. Usage of this Contract by any of these other political subdivisions agencies or corporations shall be coordinated between that subdivision, agency or corporations and the CONTRACTOR. Orders placed against this Contract between any subdivision or agency or corporation shall be contracts solely between the CONTRACTOR(S) and those entities. The COUNTY will not be responsible for, nor will it have any liability or other obligation for, such contract between the CONTRACTOR(S) and any third party.

END OF SECTION

WAGE RATE NOTE

PROJECT: **Asbestos Remediation
Term Construction Contracts (TCC #8)**

NYSDOL PRC#: 2012002359

The CONTRACTOR shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the CONTRACT, the CONTRACTOR shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at **www.labor.state.ny.us**. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this CONTRACT has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#).

A copy of the project specific prevailing wage rate schedule shall be provided to the successful BIDDER upon award of the CONTRACT. Upon written request, the schedule shall be provided by the COUNTY to prospective BIDDERS without internet access.

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SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. General scope of WORK for each prime contract may include the following:
 - 1. Remove equipment in the work areas when such equipment would impede asbestos removal.
 - 2. Remove identified acoustical lay-in ceiling and fireproofing above.
 - 3. Remove identified acoustical plaster down to brown coat. Wire brush brown coat where shown.
 - 4. Where beams are finished with acoustical plaster, remove it to the brown coat. Wire brush brown coat.
 - 5. Remove friable and/or non-friable pipe insulation. Encapsulate non-friable pipe insulation.
 - 6. Remove tile flooring and adhesive.
 - 7. Remove built-up roofing membranes and flashings.
 - 8. Remove transite siding and roofing tiles.
 - 9. Remove transite piping.
- B. Perform WORK in accordance with 12 NYCRR Part 56, and other applicable regulations.
- C. Asbestos project air sampling and air sampling report shall be performed and prepared by the COUNTY.
- D. Prime Contracts:
 - 1. Contract No. 8-A: Asbestos Remediation – ROUTINE WORK
 - 2. Contract No. 8-B: Asbestos Remediation – EMERGENCY WORK

PART 2 - PRODUCTS
(Not Used)

PART 3 – EXECUTION

3.01 EXECUTION

- A. Contract No. 8-A: Asbestos Remediation – ROUTINE WORK
 - 1. ROUTINE WORK will be scheduled.
 - 2. The CONTRACTOR must respond to a request for estimate from the COUNTY, inspect the work site(s), and submit a written estimate within seven (7) calendar days of the request.

B. Contract No. 8-B: Asbestos Remediation – EMERGENCY WORK

1. EMERGENCY WORK requires immediate correction of a condition having an adverse effect on the safety and welfare of the building population and/or jeopardizing continued use of the space and/or building.
2. The CONTRACTOR shall respond and be at the work site within one (1) hour of notification received from the COUNTY.
3. The CONTRACTOR shall have an employee available at all times to address issues and problems as they arise. The employee shall carry a pager and/or cellular telephone and have the authority to provide an estimate, and summon manpower and equipment.
4. The CONTRACTOR shall initiate WORK immediately upon written, electronic, or verbal authorization from the COUNTY. Electronic and verbal authorization shall be followed by a written WORK ORDER.

END OF SECTION

SECTION 02 82 00
ASBESTOS REMEDIATION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section describes the requirements for asbestos remediation at various buildings and facilities owned by the COUNTY. The requirements of this Section apply to each project identified by the COUNTY by means of a WORK ORDER specifying the scope of each project. An Asbestos Survey Report may be provided for each project. Multiple projects may be performed under the terms of this Section, however there is no guarantee of the minimum amount of WORK.
 - 1. Asbestos Survey Report may be prepared by others, and may be provided as part of each project to be remediated. The completed asbestos survey, when provided, shall be kept on site along with the asbestos notification and variance, if required, throughout the duration of the asbestos project as required by Industrial Code Rule 56 Subpart 56-5.1 (g).
- B. Asbestos project air sampling and air sampling report shall be provided by others, coordinated by the COUNTY.

1.02 RELATED DOCUMENTS

- A. Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, cited as 12 NYCRR Part 56, as amended March 21, 2007, also known as Industrial Code Rule 56 (ICR 56).
- B. Contract Terms and Conditions apply to this Section.
- C. Asbestos Survey Report for each project.

1.03 ABBREVIATIONS

ACM	Asbestos Containing Material
ICR	Industrial Code Rule
NYSDOL	New York State Department of Labor
PACM	Presumed Asbestos Containing Material

1.04 DEFINITIONS

- A. Asbestos Project Types (See ICR 56, Subpart 56-2.1 (w) (2))
 - 1. Large Asbestos Project
 - 2. Small Asbestos Project
 - 3. Minor Asbestos Project
 - 4. Incidental Disturbance Asbestos Project
 - 5. Emergency Asbestos Project

1.05 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Asbestos Abatement

1. Method of Measurement: In accordance with Contract for Remediation for each project
2. Basis of Payment: Includes permits, asbestos project notification, preparation of variance if applicable, labor, materials, equipment, mobilization, preparation, removal and disposal of asbestos containing material, re-cleaning if necessary to obtain final clearance, and de-mobilization.
 - a. Asbestos project air sampling, if required by ICR 56, shall be provided by the COUNTY
 - b. Asbestos project air sampling report shall be prepared by the COUNTY.

1.06 SUBMITTALS

A. Proposal: Submit Cost Proposal for Asbestos Remediation of each project.

B. Upon award of Contract, submit the following:

1. Submit current valid copy of CONTRACTOR asbestos handling license a minimum of ten (10) days prior to the start of WORK.
2. Submit current valid copy of asbestos handling certificate for each person performing asbestos removal a minimum of ten (10) days prior to the start of WORK.
3. Submit health and safety plan a minimum of ten (10) days prior to the start of WORK.

1.07 REGULATORY REQUIREMENTS

- ##### A.
- WORK must be performed in accordance with, and comply with Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York, cited as 12 NYCRR Part 56, as amended March 21, 2007, also known as Industrial Code Rule 56.

1.08 MEETINGS

- ##### A.
- Pre-abatement meeting may be held on-site a minimum of seven (7) days prior to the start of WORK.
- ##### B.
- On-site job meetings may be held during the performance of the WORK. Supervisory personnel representing the CONTRACTOR and major subcontractors that are deemed necessary at the time must attend. Meetings may be held weekly.

1.09 CONTRACT TIME

- ##### A.
- Anticipated date of start of WORK, and the Contract Time shall be identified in the WORK ORDER for each specific remediation project.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.01 PREPARATION

- A. Prepare and submit "Asbestos Project Notification" to New York State Department of Labor.
- B. Prepare and submit "Petition For A Variance Or Other Relief" if a variance from 12 NYCRR Part 56 is intended.
- C. Background air sampling and pre-abatement area preparation air sampling, if required by ICR 56, shall be provided by COUNTY. Notify COUNTY of intent to abate a minimum of ten (10) days in advance of abatement WORK.
- D. Provide notification to residential and business occupants as necessary to comply with 12 NYCRR Part 56.
- E. Prepare work area entry and exits, and personal decontamination enclosure systems. Establish regulated abatement work area, and post asbestos warning signs required as per current OSHA regulations.

3.02 REMOVAL

- A. Remove asbestos containing material in accordance with 12 NYCRR Part 56, and other applicable regulations. Store asbestos containing material in manner and method in compliance with 12 NYCRR Part 56. COUNTY shall provide air monitoring during removal.
- B. Containerize asbestos containing material and remove from work site. Dispose of material at Mill Seat Landfill, Town of Riga, NY unless the materials to be disposed of are not accepted by the facility. Dispose of materials at a facility licensed to receive the waste material.
 - 1. Provide disposal manifests and daily progress reports including sign-in sheets for workers and authorized visitors to COUNTY for use in final report.
- C. Clean work areas. COUNTY shall provide post-abatement clearance air sampling. Re-clean if necessary until post-abatement air sampling is acceptable.

END OF SECTION